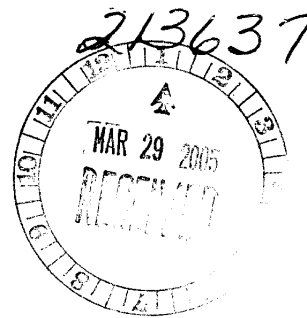


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March 29, 2005

BY HAND DELIVERY

The Honorable Vernon A. Williams
Secretary
Surface Transportation Board
1925 K Street, N.W.
Washington, DC 20423-0001

ENTERED
Office of Proceedings

MAR 29 2005

Part of
Public Record

RE: *Groome & Associates, Inc. and Lee K. Groome, Complainants v. Greenville
County Economic Development Corporation, Defendant*
STB Docket No. 42087

Dear Secretary Williams:

Enclosed please find an original and eleven copies of the Affidavit of Christy A. Hall, P.E., of the South Carolina Department of Transportation ("SCDOT"). This affidavit addresses evidence proffered by Complainants' most recent filing in this matter concerning statements allegedly made by Ms. Hall. Those statements concerned the use of funds intended by SCDOT for replacement of a trestle on a line owned by Greenville County Economic Development Corporation ("GCEDC"), which is not the same line at issue in this proceeding. Complainants' proffer of evidence about Ms. Hall's statements makes the accompanying affidavit relevant. The affidavit is being filed as soon as it was obtained. Acceptance of the affidavit will not unduly delay disposition of this proceeding. Accordingly, GCEDC seeks leave to file the accompanying affidavit.

Please acknowledge receipt of this filing by date stamping the eleventh copy of the filing and returning it to the individual making this filing to return to me. A copy of this filing is being served today on counsel for Complainants, the only other parties of record to this matter, by hand delivery.

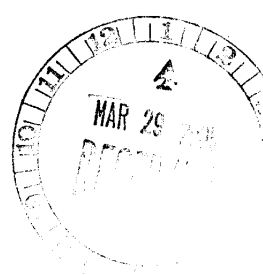
Sincerely yours,



William A. Mullins

Enclosures
cc: Richard H. Streeter, Esq.

213637



BEFORE THE
SURFACE TRANSPORTATION BOARD

STB Docket No. 42087

GROOME & ASSOCIATES, INC., AND LEE K. GROOME
v.
GREENVILLE COUNTY ECONOMIC DEVELOPMENT CORPORATION

AFFIDAVIT OF CHRISTY A. HALL, P.E.

1. My name is Christy A. Hall, P.E. I am an employee of the South Carolina Department of Transportation ("SCDOT").
2. I am the project manager for SCDOT's Woodruff Road widening project in Greenville County, South Carolina.
3. SCDOT's Woodruff Road project required the demolition of a road trestle over Woodruff Road, which was owned by the Greenville Economic Development Corporation ("GCEDC").
4. The purpose of this Affidavit to clarify the record about the agreement between SCDOT and GCEDC regarding the removal and replacement of the trestle.
5. The Greenville Regional Area Transportation Study ("GRATS") is the metropolitan planning organization in the Greenville area. The GRATS Policy Committee and SCDOT work together to manage the overall expenditure of federal funds for the GRATS transportation projects.
6. In approximately 2000, the GRATS Policy Committee recommended the use of \$1,324,000 of federal transportation funds for the removal and replacement of the GCEDC trestle in connection with the Woodruff Road project.
7. In 2004, SCDOT began its negotiations with GCEDC for removal of the trestle. SCDOT's sole interest was in removing the trestle for the purposes of the road-widening project. SCDOT had no interest in replacing the trestle. However, GCEDC did have an interest in replacing the trestle. Ultimately, after extensive negotiations SCDOT agreed to pay \$1,500,000 to GCEDC for the removal of the trestle based upon estimates of the cost to remove and replace the trestle.
8. I drafted the original agreement between SCDOT and GDEDCE to memorialize the agreement. My original draft agreement did not include a provision that required GDEDCE to use the money to replace the trestle.

9. Andrew J. White, attorney for GCEDC, requested that the agreement include a provision restricting the use of the funds to the replacement of the trestle. After consideration of this restriction, SCDOT agreed, because SCDOT did not want the money to be used for purposes other than what GCEDC had represented it would use the money for, i.e., replacement of the trestle. Additionally, SCDOT wanted to comply with the desire of GRATS as expressed in its 2000 action.

10. The final agreement between GCEDC and SCDOT still is in negotiation. However, when the final terms are agreed upon, SCDOT will require that the \$1,500,000 of SCDOT funds be used by GCEDC for replacement of the Woodruff Road trestle and for no other purpose. Such requirement on the part of SCDOT is non-negotiable.

SWORN TO BEFORE ME

this 28th day of March, 2005.



Notary Public for South Carolina

My commission expires: 4/1/07


Christy A. Hall